



Contract Modification Document

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75071
972-548-4165

Vendor:	<u>City of Josephine</u>	Contract No.	<u>Interlocal, Child Abuse</u>
	<u>201 S. Main St.</u>	Contract:	<u>Investigation Services</u>
	<u>Josephine, TX 75173</u>		<u>(Law Enforcement Services)</u>
			<u>Josephine 2023-406</u>

YOU ARE DIRECTED TO MAKE THE FOLLOWING MODIFICATION TO THIS CONTRACT

1) Update Section 6.02 Notices as follows:

if to the County, Copy to:
Collin County Administration
Attn: Purchasing Agent
2300 Bloomdale Road, Suite 3160
McKinney, TX 75071

Collin County Administration
Attn: County Administrator
2300 Bloomdale Road, Suite 4142
McKinney, TX 75071

2) Update Section 7.01 Civil Liability as follows:

Each party will be responsible for its own defense and liability—and for those of its officials and employees—in the event of any claim, dispute, or lawsuit related to performance under this agreement.

Each party will remain the employer of its own employees, principal to its own agents, and owner of its own property. The parties are not agreeing to act as co-employers by virtue of this Agreement alone.

To the extent allowed by law, a party will not be liable to the other party for claims or damages arising from the acts or omissions of the other party's employees or contractors, and will **defend, indemnify, and hold harmless** the other party for all claims and damages arising from the alleged acts or omissions of the party's employees or contractors.

A party will not sue the other party for personal injuries or property damages resulting from the acts or omissions of the party's employees or contractors, including (1) personal injury or property damage suffered by the party or its own employees or contractors, or (2) personal injury or property damage suffered by persons who are not a party to this agreement. But this provision does not restrict a party from suing the other party for personal injuries or property damage that results from the acts or omissions of the other party or its employees. If the injuries or damages arose from the acts or omissions of the other party's contractor, however, then the party may sue the contractor, not the member—except on a claim that the member is directly liable by reason of an exercise of actual control over a person or instrument that proximately caused the injury or damage. Also, this provision does not limit a party's right to assert its third-party-practice rights, including the right to designate the other party as a responsible third party, in the context of a claim by a person who is not a party to this Agreement.

This Agreement does not create any form of personal liability on the part of any official, officer, employee, or agent, who is an individual, of a party.

If a person, who is not a party to this Agreement, files or asserts a claim against a party to this Agreement, then the Parties will assert and pursue all immunity and other defenses against the claim. But each party may also pursue its third-party-practice rights against the other party in the context of a claim by a person who is not a party to this Agreement.

The parties do not intend to create a claim or right for a person or entity who is not a party to this Agreement.

A party is entitled only to the benefit of its bargain under this Agreement. A party is not liable to the other party for *other* consequential, incidental, indirect, special, punitive, or exemplary damages or for damages that arise from special circumstances. A party will not sue for such damages.

"Claims or damages" means all types of claims, demands, and disputes, and all types of damages, including personal injury, damage to real or personal property, fines or penalties, attorney's fees, expert costs, litigation or ADR costs, and interest. "Acts or omissions" means all types, including those constituting negligence, gross negligence, any sort of misrepresentation, breach of contract, violation of statute, or other actionable conduct. "Third-party-practice rights" means all forms of third-party practice, including claims for contribution or indemnity, defenses (proportionate responsibility), and practice under Rules 37-41 of the TRCP and chapters 32 and 33 of the TCPRC or their counterparts in other jurisdictions. This section's rights and duties apply at all stages of a dispute or lawsuit.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

Amendment No. 1 has been accepted and authorized on _____ by authority of the Collin County Commissioners Court by Court Order No. _____, to be effective on this date _____.

ACCEPTED BY:

SIGNATURE

(Print Name)

TITLE:

DATE:

JEFF GRAHAM

CHIEF OF POLICE
1/6/25

SIGNATURE

Michelle Charnoski, NIGP-CPP, CPPB

(Print Name)

TITLE: PURCHASING AGENT

DATE: _____

HISTORICAL INFORMATION

Awarded by Court Order No. 2023-1153-12-04

Amendment	No. 1	Court Order No.	_____	Summary	Sec. 6.02 and Sec. 7.01 updated
Amendment	No. 2	Court Order No.	_____	Summary	_____
Amendment	No. 3	Court Order No.	_____	Summary	_____